

## **Back to School 2024 Giveaway**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

**BY ENTERING THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT BETWEEN THE ENTRANT (“ENTRANT” OR “YOU”) AND AUDIENCE. YOU ARE ADVISED TO READ THEM CAREFULLY BEFORE ENTERING.**

- **Promotional Period:** The Back to School 2024 Giveaway (the “Promotion”), which may be conducted under various names, begins at 12:00 am Eastern time on Wednesday, July 31, 2024, and ends at 11:59 pm Eastern time on Wednesday, August 28th, 2024 (the “Promotional Period”), unless otherwise announced.
- **Entry Deadline:** The deadline to submit the last entry is at 11:59pm Eastern time on Wednesday, August 28th, 2024.
- **Eligibility:** The Promotion is open to all legal residents of the U.S. and Canada, 21 years of age or older, except employees of Audience, Participating Stations and other Sponsors (collectively, the “Promotion Entities”), other television or radio stations located in the same market as a Participating Station, and their respective parents, subsidiaries, affiliates, advertising or promotion partners (if any), and members of their immediate families or persons living in the same household. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside

the United States and where prohibited. Entrants who do not meet the eligibility requirements will be disqualified and unable to win.

- **Entry Method:** During the Promotional Period, you may enter by visiting the website of a Participating Station or Sponsor and following the instructions to enter.
- Limit one (1) unique entries per person per station per day.
- Entrants may have the opportunity to earn bonus and/or referral entries at Participating entity's discretion. Any bonus and/or referral entries earned in this promotion will not be applied to the drawing for the grand prize. Any bonus and/or referral entries earned in this promotion will only be applied to local prizing as determined by each sponsor entity.
- Entrants must provide truthful information when entering the Promotion; the Promotion Entities may reject and delete any entry found to be false or fraudulent, as determined by the Promotion Entities.
- Entrants must submit all information required on the entry form, which may include first and last name, telephone number, email address, home address, and/or date of birth. Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned.
- Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt.
- All entry information may be shared with the sponsors described in the attached list, and entrants may be contacted with promotional or marketing materials with the option to opt out.
- If you are listening to a Participating Station via internet streaming or smartphone app, you are eligible to participate in the Promotion. However, due to streaming delays, the window to enter for a chance to win may be shortened or have already closed. To avoid such delays, listen to the Participating Station over the air on the radio.
- This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, or any other social media

platform. By submission of an entry, you release Facebook, Twitter, Instagram and any other social media platform from any responsibility or liability related to the Promotions. You are providing entry information to one or more of the Promotion Entities and not to Facebook, Twitter, Instagram or any other social media platform.

- Promotion Entities are not responsible for technical outages, delays, or malfunctions of any kind, including those related to the Internet, cell phone service, or computer failures. Accordingly, Promotion Entities are not responsible for errors or data loss of any kind, lost or unavailable Internet connections, failed, incomplete, garbled or deleted computer or network transmissions, inability to access any website or online service, any other error or malfunction, late, lost, illegible or misdirected entries, or for printing errors in any advertisement, entry form or rules.
- Entry materials that have been tampered with or altered are void. If the Promotion Entities determine, in their sole discretion, that there is any suspected or actual electronic tampering with the Promotion or if technical difficulties compromise the integrity of the Promotion, the Promotion Entities reserve the right to void the entries at issue and/or modify, suspend or terminate the Promotion. If, for any reason, the Promotion is not capable of running as planned, including because of tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Promotion Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Promotion Entities reserve the right to modify, suspend or terminate the Promotion.
- Any attempt by an entrant or any person to deliberately damage any website or social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, Audience reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Audience's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- In conjunction with this national Promotion, a Participating Station or Sponsor may be conducting its own contest or sweepstakes for a chance to win a local prize. For more information and official rules, visit the website of the Participating Station or Sponsor. Audience is not responsible for the

conduct or administration of any such local contest/sweepstakes, including without limitation procuring and awarding a local prize.

- **Prizes and Odds of Winning:**

- A total of one (1) contestant will win the grand prize of \$1000 and \$1000 to be donated to the school PTO or PTA, or registered charity of the winner's choice.
- Odds of winning depend on the number of eligible entries received.
- Prizes cannot be transferred or substituted except in Audience's sole discretion. Audience reserves the right to substitute the prize with a prize of comparable or greater value (as determined by Audience in its sole discretion). The prize is expressly limited to the item listed above.
- By accepting a prize, winner agrees to release Audience and its advertising, promotion and production agencies and their respective parents and subsidiaries, shareholders, directors, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained directly or indirectly in connection with the receipt, ownership or use of the prize.

- **Winner Selection and Notification:**

- Winner will be randomly selected from among all eligible entries via random drawing conducted on the day following the day on which the Promotion concludes.
- Winner will be contacted by Audience at the phone number or email provided at the time of entry. Audience is not responsible for any prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond Audience's control.
- Prior to awarding a prize, Audience in its sole discretion may require verification of winner's identification by a showing of valid government-issued photo ID.
- Decisions of Audience with respect to winner selection and the awarding of prizes are final and binding when made.

- Winner will have 30 days to confirm prize before Audience will pick another winner.
- **General:**
- The **2024 Back To School Giveaway Sweepstakes** may be conducted under various names by the participating entities.
- Payments of all federal, state and local taxes are solely the responsibility of winner. Winner must execute and return any required IRS form (including IRS form 1099), affidavit of eligibility, liability and publicity release (where permitted by law), or similar document within ten (10) days of notification or winner may be disqualified in Audience's sole discretion and the prize will be forfeited.
- Any entrant who provides a mobile wireless number in connection with the Promotion, including by providing a mobile number for winner notification purposes, is responsible for informing the Promotion Entities if his or her number is reassigned to another person at any time before the end of the Promotion and for providing an alternative number where he or she may be reached.
- Participating in the Promotion and accepting a prize constitutes the winner's permission for Audience or its agents to photograph, film, and record winner, and to use his/her first and/or last name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, Audience may, where legal, require a winner to sign a publicity release confirming such consent prior to acceptance of the prize.
- To the fullest extent permitted by law, by participating in the Promotion and/or accepting a prize, you understand and agree:
- To release and hold harmless Promotion Entities, and each of their respective parent, subsidiary and affiliated entities, advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook), and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the Prize or the

Promotion. You further understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

- That the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- That any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- That any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys’ fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
- That any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the Main Sponsor is located, without regard to the conflicts of laws and rules of that State or Commonwealth;
- That any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State of Utah, and you submit to the jurisdiction of and waive all objections to the jurisdiction or venue of such tribunal; and

- If for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.
- The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein
- These terms and conditions may be changed or updated at any time before, during, and or after the completion of this contest.
- By participating in this contest, entrants agree to abide by and accept these rules.
- **Official Rules and Winner List:** To obtain a copy of these Official Rules or a winner list following completion of the Promotion, email your request to winners@audience.io.